

#### 4. Funding Location by Region

5. Program Office	
Abbreviation	
Region 2	

3. Type of Action	New
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US Environmental Protection Agency  
Emergency and Remedial Response Division  
290 Broadway  
New York, New York 10007-1866  
DUNS: 029128894

Corps of Engineers-Omaha District HTRW CX  
12565 West Center Road  
Omaha, NE 68144-3869  
**DUNS: DOD966419**

Cornell-Dubilier Electronics Superfund Site, South Plainfield, New Jersey  
Remedial Design of Operable Unit 2 (OU2) Remedy (Facility soils and Buildings)

Shaheer Alvi  
Emergency and Remedial Response Division  
290 Broadway  
New York, NY 10007-1866  
212-637-4324

Marvene Seaman  
USACE, HTRW-CX  
12565 West Center Road  
Omaha, NE 68144-3869  
402 697-2425

## 02/28/2005 to 08/30/2007

## 02/28/2005 to 08/30/2007

This agreement obligates \$1,000,000 to the U. S. Army Corps of Engineers-Kansas City District for remedial design of OU2 remedy at the Cornell-Dubilier Electronics Superfund Site (EPA ID: NJD981557879). The USACE and USEPA will utilize the direct fund cite and revised reimbursable methods.

Revised Reimbursable (in-house)	\$ 80,000
Direct Fund Cite (contractor)	\$920,000
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	\$1,000,000

See Attachment A for a detailed Scope of Work and Attachment B for Special Conditions.

**Pietro Mannino is the EPA RPM and he can be reached at (212) 637-4395).**

EPA Grants Specialist for this IAG is Otto Salamon 212-637-3417

CERCLA (PL 96-510) & SARA (PL 99-499); Executive Order 12580 as amended

## Federal Agency

Funds	Previous Amount	Amount This Action	Amended Total
16. EPA Amount		\$1,000,000	\$1,000,000
17. EPA In-Kind Amount			\$0
18. Other Agency Amount			\$0
19. Other Agency In-Kind Amt.			\$0
20. Total Project Cost		\$1,000,000	\$1,000,000

[illegible]

241396

**THE UNIVERSITY OF CHICAGO**

CC: P. Mannino  
O. Salamon  
3-17-05

**Part IV - Acceptance Conditions**

EPA Identification Number

DW-96-94203601 - 0

**27. General Conditions**

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

**28. Special Conditions (Attach additional sheets if needed)****Part V - Offer and Acceptance**

**Note:** 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.

**EPA IAG Administration Office (for administrative assistance)****EPA Program Office (for technical assistance)****29. Organization/Address**

US EPA R2  
Grants and Contracts Management Branch  
290 Broadway  
New York, New York 10007-1866




**30. Organization/Address**

US Environmental Protection Agency  
Region 2  
Emergency and Remedial Response Division  
290 Broadway  
New York, NY 10007-1866

**Certification**

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.

**Decision Official on Behalf of the Environment Protection Agency Program Office**

31. Signature 	Typed Name and Title William McCabe, Acting Director, Emergency and Remedial Response Division	Date 2/3/05
<b>Action on Behalf of the Environment Protection Agency</b>		
32. Signature 	Typed Name and Title Kathleen C. Callahan, Acting Regional Administrator	Date 4/7/05
<b>Authorizing Official on Behalf of the Other Agency</b>		
33. Signature 	Typed Name and Title Pauline Lehman, Chief, Budget, Manpower & Management Analysis Branch	Date 1/7/05

**Part II - Approved Budget**

EPA IAG Identification Number

DW-96-94203601 - 0

**22. Budget Categories****Itemization of  
This Action****Itemization of Total Project  
Estimated Cost to Date**

(a) Personnel	\$45,000	\$45,000
(b) Fringe Benefits	\$0	\$0
(c) Travel	\$1,200	\$1,200
(d) Equipment	\$0	\$0
(e) Supplies	\$0	\$0
(f) Procurement / Assistance	\$920,000	\$920,000
(g) Construction	\$0	\$0
(h) Other	\$725	\$725
(i) Total Direct Charges	\$966,925	\$966,925
(j) Indirect Costs: Rate <u>73.5%</u> Base <u>\$45,000.00</u>	\$33,075	\$33,075
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$1,000,000	\$1,000,000

23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No

(Identify all equipment costing \$1,000 or more)

24. Are any of these funds being used on extramural agreements? (See Item 22f.) ☒ Yes ☐ NoType of Extramural Agreement ☐ Grant ☐ Cooperative Agreement ☒ Procurement

Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
TBD	920000 Total \$ 920,000.00	100

**Part III - Funding Methods and Billing Instructions**

25. (Note: EPA Agency Location Code (ALC) - 68010727)

☒ Disbursement Agreement  
☒ Repayment  
☐ Advance

Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:  
☒ Monthly ☐ Quarterly ☐ Upon Completion of Work

Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.

☐ Allocation Transfer-Out  
Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

26.  
☐ Reimbursement Agreement  
☐ Repayment  
☐ Advance  
☐ Allocation Transfer-In

Funding Agency's Treasury Symbol 68/20X8145 ☐ One-Year ☐ Two-Year ☒ No-YearOther Agency's IAG Identification Number  
96EPA Program Office Allowance Holder/Resp. Center No.  
27

Other Agency's Billing Address (include ALC or Station Symbol Number)

Other Agency's Billing Instructions and Frequency

## ATTACHMENT A

### SCOPE OF WORK FOR REMEDIAL DESIGN

**SITE:** Cornell-Dubilier Electronics Superfund Site

**SITE ID:** NJD981557879

#### Purpose

The purpose of this Interagency Agreement (IAG) is to obtain technical assistance (A/E Services) from the U.S. Army Corps of Engineers (USACE) for the design of Operable Unit 2 (OU2) remedial measures at the Cornell-Dubilier Electronics Superfund Site.

#### Background

The Cornell-Dubilier Electronics (CDE) Site is located at 333 Hamilton Boulevard, South Plainfield, Middlesex County, New Jersey. The former CDE facility, now known as the Hamilton Industrial Park, consists of approximately 26 acres containing 18 buildings that are currently used by a variety of commercial and industrial tenants.

Prior to 1936, Spicer Manufacturing Corp., a predecessor to Dana Corporation, owned and operated the facility, and many of the buildings date from this era. Spicer Manufacturing Corp. ceased operations in South Plainfield in 1929 and, beginning in 1936, leased the property to CDE. CDE operated in South Plainfield from 1936 to 1962, manufacturing electronic components including, in particular, capacitors. Polychlorinated biphenyls (PCBs) and chlorinated organic solvents were used in the manufacturing process, and the company apparently disposed of PCB-contaminated materials and other hazardous substances directly on the facility soils. CDE's activities evidently led to widespread chemical contamination at the facility, as well as migration of contaminants to areas adjacent to the facility. PCBs have been detected in the groundwater, soils and in building interiors at the industrial park, at adjacent residential, commercial, and municipal properties, and in the surface water and sediments of the Bound Brook. High levels of volatile organic compounds (VOCs) have been found in the facility soils and in groundwater. Since CDE's departure from the facility in 1962, it has been operated as a rental property, with over 100 commercial and industrial companies operating at the facility as tenants.

EPA has divided the Site into separate phases, or operable units, for remediation purposes. Operable Unit 1 (OU1) consists of residential, commercial, and municipal properties located in the vicinity of the former CDE facility. OU2 addresses the former CDE facility, consisting of contaminated facility soils and buildings at the former CDE facility, including soils that may act as a source of groundwater contamination. Additional operable units will address contaminated groundwater and the sediments of the Bound Brook.

### **Remedy**

On September 30, 2004, EPA signed a ROD to address the contaminated soils and buildings at the former CDE facility (OU2). The remedy includes the following components:

#### **Soils**

- excavation of an estimated 107,000 cubic yards of contaminated soil containing PCBs at concentrations greater than 500 parts per million and contaminated soils that exceed New Jersey's Impact to Groundwater Soil Cleanup Criteria for contaminants other than PCBs;
- on-site treatment of excavated soil amenable to treatment by low temperature thermal desorption (LTTD), followed by backfilling of excavated areas with treated soils;
- transportation of contaminated soil and debris not suitable for on-site LTTD treatment to an off-site facility for disposal, with treatment as necessary;
- excavation of an estimated 7,500 cubic yards of contaminated soil and debris from the capacitor disposal areas and transportation for disposal off site, with treatment as necessary;
- installation of a multi-layer cap or hardscape;
- installation of engineering controls;
- property restoration; and
- implementation of institutional controls.

#### **Buildings**

- demolition of the 18 on-site buildings;
- transportation of the building debris off-site for disposal, with treatment as necessary; and
- relocation of approximately 18 eligible tenants at the former CDE facility buildings pursuant to the Uniform Relocation Act, as necessary. (The number of tenants may vary.)

The Selected Remedy for the buildings includes a contingency remedy that would allow for the decontamination and surface encapsulation of certain buildings that may not need to be demolished.

## Scope of Work

The USACE will be responsible for:

1. Selecting contractor(A/E) from an existing Indefinite Delivery Type (IDT) or Indefinite Delivery/Indefinite Quantity (ID/IQ) group of available contracts to prepare the Remedial Design (RD) for OU2 at the CDE Site. The selected contractors will meet the qualifications and experience requirements (i.e., Low Temperature Thermal Desorption) for preparing the Remedial Design package for OU2 at the Site.
2. Developing a request for proposal (RFP), evaluating proposals, negotiating purchase orders, and managing the services of the contractors to perform the required work activities for the design of the remedy. The design package will consist of plans and specifications, along with a Quality Assurance Project Plan, Site Operations Plan, Site Health and Safety Plan, etc.
3. Ensuring the contractors or A/E performs the RD in accordance with any applicable or pertinent OSWER Directive(s) or guidance on RD. The USACE will, also, ensure the A/E furnishes the necessary personnel, services, materials and equipment to prepare and complete the RD package, and all related technical activities at the Site.
4. Provide design technical assistance for the remedy. At a minimum, the following technical issues need to be addressed:
  - Soil and building interior sampling and analyses
  - Delineate the areas to be excavated
  - Operating parameters for an on-site low temperature thermal desorption unit
  - Building decontamination and demolition plan
  - Confirmatory sampling plan
  - Health and Safety Plan
  - Subsurface soil archeological investigation and recordation of historic buildings
5. Review the design package in coordination with the EPA RPM at approximately 65, 95 and 100 percent completion. Note: Approval and acceptance of the final design, with concurrence from EPA.
6. Arrange upon request from EPA, additional technical support by other USACE offices (i.e., real estate, design, and/or construction offices). Support may include: site access, permit assistance, site visits, technical evaluations, document reviews, participation on conference calls, attendance at meetings, or other support task as needed.

7. Providing sufficient copies of all documents to be issued.
8. Coordinating all RD activities with the EPA RPM.
9. Providing support for conducting procurement activities for remedial activities up to the point of award.
10. Reporting all progress to the EPA RPM verbally on a minimum of a weekly basis, as well as the monthly written reporting required by the IAG, Attachment B.
11. Providing Community Relations Support as required by the EPA RPM.

**Project Organization**

The EPA Remedial Project Manager for this project is:

Pietro Mannino  
U.S. Environmental Protection Agency Region II  
290 Broadway - 19<sup>th</sup> Floor  
New York, NY 10007-1866  
(212) 637-4395

## ATTACHMENT B

### **Special Conditions for Remedial Design IAG**

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

#### 1. Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site-and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

##### a. Direct Costs

Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 "Voucher and Schedule of Payment" or equivalent.

Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, proofs of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 or equivalent.

Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proofs of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.



b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

- a. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:

Site name and IAG number.

Summary of work performed for current period.

Estimate of the percentage of the project completed.

Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.

Summaries of all change orders and claims made on contracts during the reporting period.

Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.

Summaries of all problems or potential problems encountered during the reporting period.

Projected work for the next reporting period.

- b. For the reimbursement of incurred costs, follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement methods".
- c. USACE will provide a final inventory of property, within one month of the end of the Interagency agreement performance period, describing the condition of each item. USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year,

USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

5. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

6. Financial Closeout

Within six months after completion of design activities, the USACE will send a letter to USEPA Region II Project Officer stating that the project is complete and give the total amount of funds utilized and the amount of excess funds to be revoked, if any, in accordance with USACE Engineering Regulation No. 37-5-3.

7. Other EPA Involvement

- a. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition instructions upon termination of the IAG and

receive fair-market value for any property disposed of or used for non-Superfund activities.

8. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women.

Consistent with this policy, the USACE agrees, in awarding contracts under this IAG, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth in the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals negotiated with the Small Business Administration (SBA).

The USACE agrees to submit a report to EPA showing the total amount of procurement dollars awarded and the amount and percentage of such funds awarded to MBEs and WBEs on Forms 6005-3 and 6005-3a by December 15th of the current year. Reports should be submitted to:

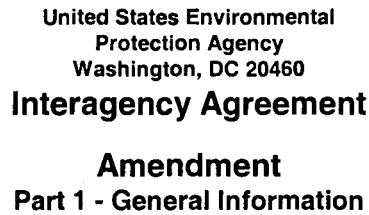
Office of Small and Disadvantaged Business Utilization  
U.S. Environmental Protection Agency  
633 rd Street, N.W. (Mail Code: 1230N)  
Room 8100  
Washington, D.C. 20001

9. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.
- d. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.

- e. Prior to contract award for a remedial action project, the USACE will submit to the EPA RPM a Quality Assurance Management Plan.
- f. The USACE will have final authority, with EPA comment, for approving Quality Assurance Project Plans (QAPPs), Sampling Analysis Plans (SAPs) which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).
- h. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days. Shortened time frames may be appropriate in cases of expedited schedules.
- i. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.

Page 1



5. Program Office	
Abbreviation	
Region 2	

**DUNS: DOD966419**

02/28/2005 to 08/30/2007

Federal Agency

FAK